

EXHIBIT F

EXPLANATION AND WAIVER OF RIGHTS REGARDING CONFESSION OF JUDGMENT

Mulkerin Tool & Machine, LLC

1. On the date hereof, **Mulkerin Tool & Machine, LLC**, a Pennsylvania limited liability company (the "Borrower"), is signing and delivering to **Keith E. Wolfe and Lisa B. Wolfe**, husband and wife, and **Wolfe Tool & Machine Co.**, a Pennsylvania corporation (collectively the "Lender"), a Promissory Note in the original maximum principal amount of \$380,000.00 (the "Note"). Borrower has been advised by the Lender (and by the Borrower's legal counsel, if applicable) that the Note contains a clause that provides that the Lender may confess judgment against Borrower. Borrower has read the Note and clearly and specifically understands that by signing the Note which contains such confession of judgment clause:

(a) Borrower is authorizing the Lender, after the occurrence of an Event of Default as such term is defined in the Note, to enter a judgment against the Borrower and in favor of the Lender, which will give the Lender a lien upon any real estate which the Borrower may own in any county where the judgment is entered;

(b) Borrower is giving up an important right to any notice or opportunity for a hearing before the entry of this judgment on the records of the Court;

(c) Borrower is agreeing the Lender may enter this judgment and understands that the Borrower will be unable to contest the validity of the judgment, should the Lender enter it, unless the Borrower successfully challenges entry of the judgment on procedural grounds through a petition to open or strike the judgment, which will require the Borrower to retain counsel at the Borrower's expense;

(d) Borrower is giving up an important right to any notice or opportunity for a hearing before the Lender may request and use the power of the state government to deprive the Borrower of its property pursuant to the judgment by seizing or having the Sheriff or other official seize the Borrower's bank accounts, inventory, equipment, furnishings, or any other personal property that the Borrower may own, to satisfy the obligations under the Note;

(e) Borrower may be immediately deprived of the use of any property that is seized by the Lender pursuant to the judgment without notice or a hearing, and the procedural rules of Pennsylvania's court system do not guarantee that the Borrower will receive a prompt hearing after the Borrower's property is seized; and

(f) Borrower waives all duties that Lender may otherwise have that arise under 20 Pa. C. S. Ann. Section 5601.3(b) and Borrower releases, remises, and forever discharges and waives all claims, causes of action and any other rights against Lender, and its successors and assigns, subsidiaries, agents, employees, contractors, attorneys, officers, directors and shareholders, of and from any and all claims, demands, damages, fees, costs, rights, obligations and liabilities of any kind or nature whatsoever, including attorneys' fees and costs, arising under or relating to any duties of an agent under Section 5601.3.

2. Borrower knows and understands that it is the confession of judgment clause in the Note which gives the Lender the rights described in subparagraphs (a) through (f) of paragraph 1 above.

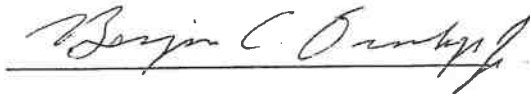
3. Fully and completely understanding the rights which are being given up if the Borrower signs the Note containing the confession of judgment, the Borrower nevertheless freely, knowingly and voluntarily waives said rights and chooses to sign the Note.

Dated this 30th day of September, 2022.

THE BORROWER HAS READ THIS EXPLANATION AND WAIVER PRIOR TO SIGNING THE NOTE AND FULLY UNDERSTANDS ITS CONTENTS.

ATTEST: WITNESS:

MULKERIN TOOL & MACHINE, LLC
By: Mulkerin Holdings, LLC, its sole Member



By:


Andrew W. Mulkerin, Manager

(Signature Page to Explanation and Waiver of Rights Regarding Confession of Judgment - \$380,000.00 Promissory Note)

BILL OF SALE

THIS BILL OF SALE is made this 30th day of September, 2022, by and between
Wolfe Tool & Machine Co., 210 Lafayette Street, York, PA 17405-2586 ("WT&M")
and
Mulkerin Tool & Machine, LLC, 333 E. 7th Avenue, York, PA ("Purchaser")

BACKGROUND:

Pursuant to an Asset Purchase Agreement dated September 30, 2022, (the "Purchase Agreement"), WT&M has agreed to transfer, sell, convey, assign, and deliver to Purchaser, and Purchaser has agreed to purchase and assume from WT&M, certain assets of WT&M's Business as specified in the Purchase Agreement and herein as the Business Assets. WT&M is executing and delivering this Bill of Sale to Purchaser for the purpose of irrevocably transferring, selling, conveying, assigning and delivering to, and vesting in, Purchaser all of WT&M's right, title and interest in and to the Business Assets, as defined in the Purchase Agreement and herein. All capitalized terms used herein and not specifically defined shall have the meaning ascribed to said terms under the provisions of the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the further amount of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Conveyance of Business Assets. WT&M, by these presents, does bargain, sell, transfer, convey, assign, deliver to, and vest in, Purchaser, its successors and assigns, forever, all of WT&M's right, title and interest, legal and equitable, in and to all of the Business Assets, as defined and described in the Purchase Agreement, including all Schedules thereto, on the Closing Date.

2. Warranty of Title; Assignment; Further Assurances.

(a) WT&M conveys the Business Assets unto Purchaser, its successors and assigns, forever, and WT&M does for itself, its successors and assigns, covenant and agree with Purchaser to warrant and defend the sale and conveyance of the Business Assets against all and every person and persons whomsoever.

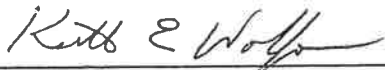
(b) WT&M does further, and by these presents, hereby assigns to Purchaser all of WT&M's claims against third parties relating to the items of tangible personal property included among the Business Assets conveyed hereby, including unliquidated rights under manufacturers' and vendors' warranties; and all of WT&M's claims, rights and benefits under or arising out of those contracts assigned herein to Purchaser.

IN WITNESS WHEREOF, the Wolfe Tool & Machine Co. has caused this Bill of Sale to be executed and delivered by its duly authorized officers as of the day and year first above written.

WITNESS/ATTEST:

WOLFE TOOL & MACHINE CO.



By: 
Keith E. Wolfe President